

A. G. Contract No. KR95-0205-TRN  
ADOT-ECS File No.: JPA 95-06  
TRACS No. H 4054 01C  
Project: B-8 Storm Sewer  
Drainage System  
Section: Bonanza-Pacific Aves.

**INTERGOVERNMENTAL AGREEMENT**

AMONG

THE STATE OF ARIZONA,

THE CITY OF YUMA

AND

THE YUMA COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT is entered into 25 July, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the CITY OF YUMA, acting by and through its CITY COUNCIL (the "City") and the YUMA COUNTY FLOOD CONTROL DISTRICT, acting by and through its BOARD OF DIRECTORS (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article 3, Section 13 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The District is empowered by Arizona Revised Statutes Section 48-3603 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

NO. <u>19927</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/25/95</u>
<u>Gene &amp; Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

4. Under agreement JPA 90-75, herein referred to by reference, the State, the City and the District participated in a drainage study along Business 8, herein referred to as B-8.

5. Incident to the above study the State, the City and the District desire to participate in the drainage design and construction along B-8 from Bonanza Avenue to Pacific Avenue, and on Runway 17 approach zone property, at an estimated amount of \$855,000.00, herein referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. Participate in the costs of the Project, in an amount not to exceed \$285,000.00.

b. Grant a permit for work within the State's right of way without undue delay.

c. Review progress and provide comments as necessary.

d. Reimburse the District within forty-five (45) days upon receipt and approval of invoices for its portion of the cost of the Project in an amount not to exceed \$285,000.00.

e. Be responsible for any consultant or construction claims for delays or whatever reason for extra compensation attributable to the State.

f. Be responsible for the operation and maintenance of any portion constructed within the State's right of way.

### 2. The City will:

a. Participate in the cost of the Project, in an amount not to exceed \$285,000.00. Should the Project bid amount go over a total of \$855,000.00, the City will have the option of having the project scaled back and re-bid or participate additionally.

b. Review progress and provide comments as necessary.

c. Acquire necessary property for the Project, which is included in the cost of the Project.

d. Grant a permit for work within the City's right of way without undue delay.

e. Reimburse the District within forty-five (45) days upon receipt and approval of invoices for its portion of the cost of the Project, in an amount not to exceed \$285,000.00, unless prior approval from the City.

f. Be responsible for any consultant or construction claims for delay or whatever reason for extra compensation, attributable to the City.

g. Obtain an agreement with the County to utilize Runway 17 approach zone for retention basis.

h. Upon completion of construction, operate and maintain the storm water disposal facility.

i. Be responsible for the operation and maintenance of any portion constructed within the City's right of way, per the Master Maintenance agreement, JPA 93-14, herein referred to by reference.

3. The District will:

a. Coordinate with the State and the City to develop a mutually acceptable consultant scope of work, to prepare plans and specifications for the Project and hire a consultant to accomplish the development of construction plans and specifications.

b. Coordinate the efforts of the consultant and provide the State and the City copies of progress reports and other pertinent documents as appropriate.

c. Participate in the cost of the Project, in an amount not to exceed \$285,000.00.

d. Call for bids, award one (1) or more construction contracts, administer same and make all payments thereunder. Be responsible for any consultant or construction claims for delay or whatever reason for extra compensation, attributable to the District.

e. Invoice the State no more than monthly, in an amount not to exceed \$285,000, for the State's portion of the Project.

f. Invoice the City no more than monthly, in an amount not to exceed \$285,000.00 for the City's portion of the Project, unless prior approval from the City at time of bid.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Yuma  
City Administrator  
180 W. 1st Street  
Yuma, AZ 85364

Yuma County Flood Control District  
Manager  
2703 Avenue B  
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**CITY OF YUMA**

**YUMA COUNTY FLOOD CONTROL  
DISTRICT**

By *Joyce G. Wilson*  
JOYCE WILSON  
City Administrator

By *Kathryn Prochaska*  
KATHRYN PROCHASKA  
Chairman

**ATTEST:**

**ATTEST:**

By *Brigitte Kug Stanz*  
CARRIE FASSIL, City Clerk

By *James R. Stahle*  
JAMES R. STAHL, Clerk

**STATE OF ARIZONA**  
Department of Transportation

By *Peter L. Eno*  
PETER L. ENO  
Contract Administrator

Resolution No. 95-40

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUMA COUNTY FLOOD CONTROL DISTRICT AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF YUMA AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A STORMSEWER DRAINAGE SYSTEM ALONG BUSINESS 8 (B-8) FROM BONANZA AVENUE TO PACIFIC AVENUE.

WHEREAS, flooding has been occurring repeatedly in the area of B-8 between Arizona Avenue and Pacific Avenue causing considerable damage and posing a threat to the safety and welfare of businesses in the area, and,

WHEREAS, The District is empowered by Arizona Revised Statutes Section 48-3603 to enter into an Intergovernmental Agreement with other public agencies, and,

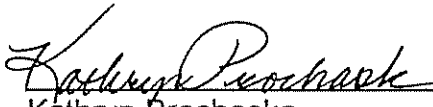
WHEREAS, "The Yuma B-8 Drainage Study" with participation between A.D.O.T., the City of Yuma and the District was completed and accepted by the Board on July 20, 1992, said study providing a plan to address the flooding problem, and,

WHEREAS, cooperation and participation between the City of Yuma, the Arizona Department of Transportation and the Yuma County Flood Control District is essential to realize a solution to the flooding problem,


NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Yuma County Flood Control District resolve to enter into an agreement with the City of Yuma and the Arizona Department of Transportation to design and construct a stormsewer drainage system along Business 8 (B-8) from Bonanza Avenue to Pacific Avenue, and,

FURTHER MORE, authorize the undersigned to execute an agreement on behalf of the Flood Control District.

PASSES AND ADOPTED, by the Board of Directors the Yuma County Flood Control District this 3 day of July 1995.

  
Kathryn Prochaska  
Chair, Board of Directors  
Yuma County Flood Control District

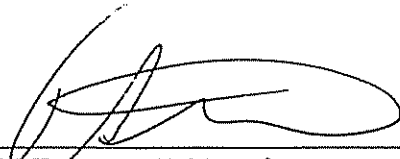
ATTEST

  
James R. Stahle, Clerk  
Yuma County Flood Control District

RESOLUTION

BE IT RESOLVED on this 1st day of March 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma and the Yuma County Flood Control District for the purpose of defining responsibilities for the design and construction of a storm sewer drainage system along Business 8 (B-8) from Bonanza Avenue to Pacific Avenue.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.



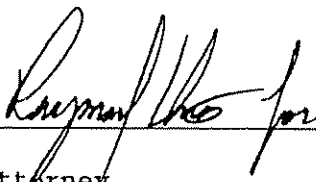
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LARRY S. BONINE, Director  
Arizona Department of  
Transportation

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the YUMA COUNTY FLOOD CONTROL DISTRICT, and the CITY OF YUMA, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 22 day of May, 1995.

  
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City Attorney



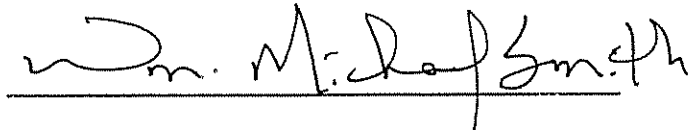
APPROVAL OF THE GENERAL COUNSEL

FOR THE YUMA COUNTY

FLOOD CONTROL DISTRICT

I have reviewed the proposed Intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, CITY OF YUMA and the YUMA COUNTY FLOOD CONTROL DISTRICT and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona to the FLOOD CONTROL DISTRICT OF YUMA COUNTY.

DATED this 12 day of June, 1995.

A handwritten signature in cursive script, reading "Wm. Michael Smith", written over a horizontal line.

Wm. Michael Smith, Special Counsel  
FLOOD CONTROL DISTRICT  
OF YUMA COUNTY



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-0205-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of July, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8828G/109